

Date: Tue, 28 Sep 93 14:34:01 PDT
From: Eric.Dentler@Corp.Sun.COM (Eric Dentler)
To: dia@wais.com
Subject: Japan Logistics
Cc: Eric.Dentler@Corp.Sun.COM

>From ericd Tue Sep 28 14:30:38 1993
To: brewster@wais.com
Subject: Japan logistics
Cc: ericd@deadreckon, katherine.webster@Corp
Content-Length: 1987
X-Lines: 77

Hi Brewster.

Congratulations on Sunergy today, nice showing for your company indeed.

Regarding the Japan trip. If possible maybe you can take same flight as me to Japan in December so I can help you through immigration, transport, general buffering.

My flight is...

SATURDAY DECEMBER 4TH
UNITED FLIGHT #837 (747-400, largest plane)
DEPARTS SFO @ 1:30PM
ARRIVES TOKYO AROUND 5:25PM SUNDAY
SEATS/AIRFARE: RECOMMEND BUSINESS CLASS (\$2,500)

#1047 Coach
-#2081

HOTEL: I'd recommend two choices.

4 STARS (Mobil scale equivalent) - NEW OTANI HOTEL, 10 minutes from Sun Japan and rates of \$250 per night

2 STARS - Diamond Hotel, 5 minutes from Sun Japan and rates of about \$175 per.

I usually stay at New Otani because of general intensity of going to Japan on business and I like that extra comfort at the end of the day, but the Diamond is generally fine.

As we get closer to the date I'll send you contact names, phones, fax #s etc.

Thanks alot for helping us out.

and CONGRATULATIONS on your wedding and have a wonderful honeymoon in HK, it's a great city!

Eric

> ~~~~~
> Tytle: 'INFORMATION SHARING IN ACADEMIC '
> Date: 7th of December '93
> Place: Science University of Tokyo
> Demo Machine: 3 SPARCstation 2 for vendors
> 2 SPARCstation 10 for Presentation

>
> 9:00 - REGISTRATION
>
> 9:30 - WELCOME Speech - A.NAKAGIRI
>
> 9:40 - ANNOUNCE SUN-SITE - Dr. Mori of SUT
>
> 10:00 - Sun in EDU - Eric Dentler
>
> 10:30 - **** Key Note Speaker ****
> Brewster Kahle from WAIS Inc.
>
> 12:00 - Lunch & Demo
>
> 13:00 - SunSITE - Devendra Narayan
>
> 13:30 - Library Automation - K.Webster
>
> 14:00 - 3rd Party Overviews (3 People 20 Minutes each)
> Two or Three vendors will be available from US, one will be RICHIO.
>
> 15:00 - Break & Demo
>
> 15:45 - Q & A
>
> 16:30 - Wrap Up
>
> -----

From kikuta@aisys.se.fujitsu.co.jp Wed Nov 17 19:21:50 1993
Received: from fwide.fujitsu.co.jp by wais.wais.com (4.1/SMI-4.1/Brent-911016)

Received: from fdm.fujitsu.co.jp by fwide.fujitsu.co.jp (4.1/6.4J.6-MX1.1)

Received: from fdm.fujitsu.co.jp by fdm.fujitsu.co.jp (5.65/6.4J.6)

Received: from gonzou.aisys.se.fujitsu.co.jp by nihao.aisys.se.fujitsu.co.jp (5.67+1.6W,

Received: by gonzou.aisys.se.fujitsu.co.jp (4.1/6.4J.6)

Return-Path: <kikuta@aisys.se.fujitsu.co.jp>

Message-Id: <9311180315.AA25612@gonzou.aisys.se.fujitsu.co.jp>

To: brewster@wais.com

Subject: discussion on WAIS business in JAPAN

Return-Receipt-To: kikuta@aisys.se.fujitsu.co.jp

Date: Thu, 18 Nov 1993 12:15:34 +0900

From: Yasuyo Kikuta <kikuta@aisys.se.fujitsu.co.jp>

Dear Mr. Kahle:

I am considering obtaining the right of sales of the WAIS products in Japan. I would like to discuss our contract in accordance with the following items in order to reach a basic understanding mutually when you come to Japan in the next month. Our project is going well and I have found some possible WAIS customers already. I am looking forward to see you.

Sincerely yours,

Yasuyo Kikuta

The following items was discussed when Fujitsu made a contract with some US company. Please consider this as a sample.

1. The permissible scope for sales:

1) The subjects of licensed products:

- English, Japanese, and Chinese versions of execution modules of licensed products.
- Manuals written in English, Japanese, and Chinese.

2) The rights scope (non-exclusive rights):

- Is it possible for Fujitsu to increase the number of distributors without permission of WAIS Inc.?

- Is it possible for Fujitsu to sell WAIS outside of JAPAN.

2. The conditions of delivery and acceptance test:

1) Desired delivery date:

- When will the master tapes (in English, Japanese, and Chinese) be provided following contract execution?
- Where will these master tapes be delivered to?
- How many master tapes will be provided?

2) Enhancement, modification, and maintenance:

- General release policy
- Limited release policy

3. Support of technical information and training:

1) Training

- Can materials for training be provided ?

2) Q & A support services

3) Support when a bug problem happens.

4) the technical information (e.g. product enhancements, newsletters, or problem reports)

4. The methods and conditions of selling:

1) Is it possible for Fujitsu to use the WAIS Inc. trademark for the Fujitsu's materials (e.g. subsequent product literature) ?

2) Can WAIS Inc. offer Fujitsu its marketing tools (e.g. sales and product literature)? In addition, is it possible for Fujitsu to translate WAIS Inc. marketing tools into other languages and use the marketing tools for the Fujitsu's materials (e.g. subsequent product literature)?

3) Is it possible for Fujitsu to make conditions to contract with distributors or end users in the case of sublicense agreements without the permission of WAIS Inc.?

- 4) Is it possible for Fujitsu to increase the number of WAIS Inc. product distributors without the permission of WAIS Inc.?
- 5) Is it possible for Fujitsu to use X(numbers) products for sales promotion such as a demonstration, a trial use, a test, and so on without charge?

5. Consideration:

- 1) An amount of prepaid money.
- 2) The royalty rate for the licensed products and the maintenance.
- 3) Conditions to change the royalty rate:
 - How many days are required to inform WAIS Inc. in advance if Fujitsu desires a rate change?
 - Whether it is possible for WAIS Inc. to change the royalty rate without Fujitsu's permission or is WAIS Inc. required to obtain Fujitsu's agreement to do so?
- 4) Conditions to change the retail price:
 - How many days are required to inform WAIS Inc. in advance if Fujitsu desires a retail price change?
 - Whether it is possible for WAIS Inc. to change the retail price without Fujitsu's permission or is WAIS Inc. required to obtain Fujitsu's agreement to do so?
 - Can Fujitsu independently price the Japanese version of the products?

6. Payment:

- 1) Prepayment:
 - The amount of payment, the payment term (how many days are required after Fujitsu's evaluation of WAIS Inc. products?), the term of validity, etc.
- 2) Royalty:
 - Paying time for the royalty (for example, in case of making copies of products, in case of shipping, etc.)
 - The number of payments, the term of payments, Fujitsu reporting if Fujitsu makes product copies, invoices, etc.

7. Maintenance:

- 1) The term of free maintenance.
- 2) Is ME&S support contract necessary?

8. Product enhancements:

Who update WAIS Japanese version when WAIS is updated?

9. The term of a contract:

- 1) How many years? In addition, what are conditions to renew a contract?
- 2) Establishment of a trial period (possibly for X years).
Conditions for renewing the trial period.

10. Measures (Steps) we should take after the completion of our contract:

After expiring our contract:

- 1) Whether it is possible for Fujitsu to sell products to users who are established by Fujitsu before Fujitsu's contract expires?
- 2) What about WAIS Inc. maintenance for users who purchase products before the Fujitsu's contract expires?
 - Fujitsu deals with the maintenance after obtaining source code. (Proposal 1)
 - WAIS Inc. continues the maintenance to users who purchase WAIS Inc. products sold by Fujitsu. (Proposal 2)
 - WAIS Inc. provides maintenance directly to end users without Fujitsu's intervention. (Proposal 3)

11. The permissible scope for development of Japanese(and Chinese) versions of the products:

- 1) The subjects of products:
 - Source code of English versions of licensed products, and Japanese version of licensed products.

- Manuals written in English, Japanese.

2) The rights scope (non-exclusive rights):

- Territory : Japan and ????
- The right to use or modify WAIS Inc. products in order to make Japanese version of licensed products and manuals.
- The right to make a copy of WAIS Inc. products for backup purposes.

3) Development Schedule.

4) Development Cost.

5) Development allocation.

- Actual development (translation) : Fujitsu
(Scope of Fujitsu WAIS Inc. products enhancement)

6) Reversion of the right:

- The copyright of Japanese version